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**FULLY AMENDED AND RESTATED
BYLAWS OF TODD'S RUN HOA, INC.
a/k/a
TODD'S RUN ESTATES COMMUNITY ASSOCIATION, INC.**

These FULLY AMENDED AND RESTATED BYLAWS OF TODD'S RUN HOA, INC. a/k/a TODD'S RUN ESTATES COMMUNITY ASSOCIATION, INC. (these "Bylaws") are made and declared by Charlie Maklem, as President of the Board of Todd's Run HOA Inc., an Ohio nonprofit corporation a/k/a Todd's Run Estates Community Association, Inc., (the "HOA").

The filing of these Bylaws follows the termination of the period of Declarant Control and is made pursuant to all requirements for amending bylaws established in Article XVII of the original bylaws, which were recorded in Official Record Book 2942, Page 3489 of the Clermont County, Ohio, Recorder's Office.

**ARTICLE I
NAME, ESTABLISHMENT & LOCATION**

- 1.1. The name of the corporation is *Todd's Run HOA, Inc.*, an Ohio nonprofit corporation registered in the office of the Ohio Secretary of State (the "Association" or "Todd's Run"); and is also known as *Todd's Run Estates Community Association, Inc.*, a trade name registered to *Todd's Run HOA, Inc.* in the office of the Ohio Secretary of State. The Association is a nonprofit corporation pursuant to Ohio Revised Code Chapter 1702.
- 1.2. *Todd's Run HOA, Inc.* is primarily established pursuant to Ohio Revised Code Chapter 5212 *Ohio Planned Community Law* to act as an Owner's Association responsible for the operation of the Planned Community and its administrative governance, maintenance, and upkeep of Todd's Run Estates Subdivision.
- 1.3. Todd's Run Estates Subdivision is located in the Village of Williamsburg, Clermont County, Ohio.

**ARTICLE II
DEFINITIONS**

- 2.1 "Annual Meeting" means a meeting of all of the Member-Owners, officers, Directors to be held on the third Thursday of each year beginning in year 2024.
- 2.2 "Assessment" means the liability for an expense that is allocated to a Lot in a Planned Community including:
 - 2.2.1 "Annual Assessment" means without limitation an annual payment for ordinary annual budgetary Association common expenses including insurance and signage.
 - 2.2.2 "Special Assessment" means a payment for unusual expenses or capital improvements.
 - 2.2.3 "Individual Lot Assessments" means Owners Association Assessments of an individual Lot and its Owner as provided in ORC 5312.11.

- 2.3 "Association" means *Todd's Run HOA, Inc.*, an Ohio domestic nonprofit corporation registered in the office of the Ohio Secretary of State; and is also known as *Todd's Run Estates Community Association, Inc.*, a trade name registered to Todd's Run HOA, Inc.
- 2.4 "Builder" shall mean and refer to any person or entity engaged in the business of construction homes in Todd's Run Estates Subdivision, with or without a buyer under contract.
- 2.5 "Bylaws" or "Regulations" means an instrument filed with the Declaration that provides for the operation of the Owners Association, being this instrument or its amendments.
- 2.6 "Chapter 5312" means Chapter 5312 of the Ohio Revised Code *Ohio Planned Community Law*.
- 2.7 "Convertible Real Estate" or "Convertible Property" means lands designated which Declarant has reserved the option to create additional Lots in an adjacent or reserved tract.
- 2.8 "Common Element" means any property in a Planned Community that the Owners Association holds in fee, or has use of, pursuant to a lease or easement for the common use and enjoyment of the Owners of the Association.
- 2.9 "Common Expense" means any expense or financial liability of the Owners Association, including allocations the Association designates for reserves, as well as all costs the Owners Association incurs in the administration, governance, operation, maintenance, repair, and replacement of the Association and its Common Elements. Unless otherwise provided in the Declaration, all costs of the administration, are common expenses.
- 2.10 "Declarant" means an owner of property, or his successor, who executes and records a Declaration that the property is a planned community; it also means the Organizer of this Ohio domestic nonprofit corporation who executes and records these Bylaws in the Offices of the Clermont County Recorder and/or the Offices of the Village of Williamsburg, Clermont County, Ohio.
- 2.11 "Declarant Control" means the period of time in which the Declarant controls the Owners Association by appointing or electing the Members of the association's Board of Directors.
- 2.12 "Declaration" or "Amended Declaration" means an instrument, or an amended instrument, an owner of property executes and records to declare that the property is a Planned Community subject to the provisions of ORC Chapter 5312, as filed in the Office of the Clermont County Recorder. "Declaration" includes "Amended Declaration."
- 2.13 " Dwelling Unit" means a detached building or the portion of a building that is designed and intended for use and occupancy for residential purposes by a single household or family.
- 2.14 "Lien" means a lien by the Owners Association upon the estate or interest in any Lot for the payment of any assessment or charge levied in accordance with ORC 5312.11, as well as any related interest, administrative late fees, enforcement assessments, collection costs, attorney's fees, and paralegal fees, that are chargeable against the Lot and that remain unpaid 10-days after any portion has become due and payable, and as further provided in ORC 5312.12.
- 2.15 "Limited Common Element" means a common element that a Declaration designates as reserved for use by a certain Lot or Lots, to the exclusion of other Lots.
- 2.16 "Lot" means a parcel or tract of land that is formed when a larger parcel of land is subdivided pursuant to ORC Chapter 711, has a separate parcel number assigned by the County Auditor, and is occupied or intended to be occupied by a Dwelling Unit, with the exception of the Common Areas and streets dedicated to public use. Each Lot shall be entitled to only one vote on all Association matters.
- 2.16.1 "Primary Lot" shall mean and refer to the first Lot owned by an individual, typically being the Lot upon which the Owner has built a home or upon which the Owner intends to build a home.
- 2.16.2 "Secondary Lot" shall mean and refer to one or more Lots owned by an individual in addition to his, her or its Primary Lot, typically being adjacent to the Primary Lot.

- 2.16.3 "Builder Lot" shall mean and refer to any one or more Lots owned by a Builder, as that term is defined above.
- 2.17 "Mortgage" shall mean and refer to any person or entity secured by a first mortgage or first deed of trust on any Lot or the Common Area and who has notified the Association of this fact.
- 2.18 "Owner" or "Member" means a record Owner who owns a Lot in Todd's Run Estates Subdivision, a Planned Community, and is also a Member of the Owners' Association. "Owner" does not include any person that has an interest in a Lot solely as security for an obligation. If an Owner is not an individual, any principal, member of a limited liability company, partner, director, officer, trustee, or employee of the Owner may be elected to the Board.
- 2.19 "Owners Association" means an entity that is comprised of Owner/Members of Lots in a Planned Community and that is responsible for the administrative governance, maintenance, and upkeep of the planned community. *Todd's Run HOA, Inc.* is the Owners Association.
- 2.20 "Planned Community" means a community comprised of individual Lots for which a deed, common plan, or Declaration requires any of the following: (1) that Owners become Members of an Owners Association that governs the community; (2) that Owners or the Owners Association holds or leases property or facilities for the benefit of the Owners; and (3) that Owners support by Membership or fees, property, or facilities for all Owners to use.
- 2.21 "Properties" means and refers to that certain real property described in the "Declaration" and such additions thereto, which, from time to time, may be brought within the jurisdiction of the Association.
- 2.22 "Proxy" means the appointment of an agent by the Owner granting the Proxy to act on behalf of, and as directed by, the Owner. The Proxy appointment must be in the form of the Todd's Run Proxy appended to these Bylaws.

**ARTICLE III
MEMBERSHIP**

- 3.1 Members shall be all those Owners as defined herein. Membership includes every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Except as otherwise herein provided, Membership shall be appurtenant to, and may not be separated from, Ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership; a Mortgagee in possession of a Lot shall be entitled to exercise the Owner's rights in the Association with regard thereto.

**ARTICLE IV
VOTING RIGHTS**

- 4.1 Owners shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Article III. When more than one person holds such interest in any Lot, all such persons shall be Members; the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

**ARTICLE V
PROPERTY RIGHTS**

- 5.1. Members' Easements of Enjoyment. Every Member shall have a right and easement license of enjoyment in and to the Common Area, and such easement shall be appurtenant to, and shall pass with, the title to every assessed Lot, subject to the following Provisions:
 - 5.1.1. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.
 - 5.1.2. The right of the Association to limit the number of guests of Members at such recreational facility.

- 5.1.3. The right of the Association, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof, with the assent of more than 75% of the Members who are voting in person or by proxy, at a meeting duly called for this purpose, to mortgage said property, subject to the Declaration and the easement of enjoyment created hereby, and to acquire property encumbered by the lien or liens of the deed or deeds of trust securing improvements on said property, provided that any such mortgage of the Common Area must state that it is subject to the Declaration and the easement of enjoyment created hereby and shall not be in conflict with its designation as "open space."
 - 5.1.4. The right of the Association to suspend a Member's voting rights and right to the use of any recreational facilities constructed on the Common Area, for any period during which any Assessment against such Member's Lot remains unpaid, and for a period not to exceed 60-days for any infraction of the Association's published rules and regulations.
 - 5.1.5. The right of the Association at any time, and consistent with the then existing village or county zoning ordinances and/or the Association's designation as "open space," or upon dissolution, to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that any such dedication or transfer shall have the assent of more than 51% of the Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 25-days or more than 50-days in advance of the meeting setting forth the purpose of the meeting. Upon such assent and in accordance therewith, the officers of the Association shall execute the necessary documents.
 - 5.1.6. The right of the Association to grant any public utility with or without payment of damages to the Association, and consistent with the "open space" designation thereof, easements for the construction, reconstruction, installation, repair, and/or necessary maintenance of utility lines through or over any portion of the Common Areas. The foregoing shall not be construed, however, to permit any such public utility to acquire or damage any improvements situate upon the Common Areas, or other structures or installations situate thereon which would otherwise be deemed to be part of the realty, without the payment of damages, including severance or resulting damages, if any to the Association, all in amounts and in a manner now or hereafter consistent with applicable/governing proceedings for the acquisition of private property for public use by condemnation.
 - 5.1.7. The right of the Association to lease Common Area, provided, however, that such lease(s) must: (a) be only to non-profit organizations, and provide that such organizations must give preference to Members of the Association with regard to Membership and use of facilities; (b) prohibit assignment and subleasing; (c) require approval by the Association of uses of the Common Area and the facilities which must be in accordance with the Declaration; and (d) be consistent with the then existing ordinances of the County.
- 5.2. Delegation of Use. Any Member may delegate, in accordance with the Bylaws, his/her right of enjoyment to the Common Area and facilities to the Members of his/her family, his/her tenants, or contract purchasers who reside on the Member's Lot.

ARTICLE VI

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

- 6.1. The Board of Directors. The affairs of this Association shall be managed by a Board of Directors, who shall exercise all power and authority of the Owners Association.

- 6.1.1. Declarant Control. The initial Board of Directors shall be selected/elected by the Declarant-Organizer, not later than the time at which all of the lots have been transferred to owners. Until such time (the period of Declarant Control), the Declarant or the Declarant's designee may appoint and remove the members of the Board. The period of Declarant Control shall terminate, by express written notification by Declarant to the Board, but not later than the time at which all of the lots have been transferred to Owners. Not later than the termination of any period of Declarant Control, the Owners shall elect a board of directors comprised of the number of members the specified by the Declaration or these Bylaws.
- 6.1.2. Subsequent Elections. Upon termination of Declarant Control, subsequent Board members shall be elected from among the Owners and their spouses subject to Article IV, Voting Rights. If an Owner is not an individual, any principal, member of a limited liability company, partner, director, officer, trustee, or employee of the Owner may be elected to the Board. Non-Lot Owners or Members may be elected to the Board of Directors.
- 6.2. Number of Board Members. Unless these Articles are amended, the maximum number of Directors shall be five, with an initial number of one Director. There must always be an odd number of Board Members.
- 6.3. Election & Term of Board Members. At the first Annual Meeting after termination of Declarant Control, the Members shall fill any vacancies on the Board, by election as provided herein. As Ohio law currently requires "not less than one-fifth of the terms to expire annually," prior to this (and any other election) the Board shall adjust term limits to comply with this requirement.
- 6.4. Removal of a Board Member. Any Director may be removed from the Board, with or without cause, by majority vote of the Members of the Association (51 % of the Lot Owners). In the event of death, resignation, or removal of a Director, his/her successor shall be selected by the remaining Directors and shall serve for the unexpired term of his/her predecessor. If a Director vacancy results in an even number of Directors, and such Directors are deadlocked with respect to filling the vacancy, the Directors shall call a special meeting of the Members, for the purpose of electing a Director to fill the vacancy.
- 6.5. Compensation of Board Members. No Director shall receive compensation for any service s/he may render to the Association in his/her capacity as a Director. However, any Director may be reimbursed for his/her actual reasonable expenses incurred in the performance of his/her duties as a Director.
- 6.6. Board Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting, by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.
- 6.7. Indemnification of Board Members. Each Director of the Association, in consideration of his/her services as such, shall be indemnified by the Association to the extent permitted by law against expenses and liabilities reasonably incurred by him/her in connection with the defense of any action, suit, or proceeding, civil or criminal, to which s/he may be a party by reason of his/her past or present role in the Association unless such action was as a result of gross neglect or willful misconduct.

ARTICLE VII MEETINGS OF BOARD OF DIRECTORS

- 7.1. Regular Board Meetings. Regular meetings of the Board of Directors shall be held at least once per calendar quarter, and otherwise as agreed, at such place and hour as may be fixed from time to

time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

- 7.2. Special Board Meetings. Special Meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than 3-days' notice to each Director. Time shall be computed pursuant to ORC 1.14.
- 7.3. Alternative Board Meeting Methods. The Board of Directors may hold a meeting by any method of communication, including electronic or telephonic communication, provided that each member of the Board can hear or read in real time and participate and respond to every other member of the Board.
- 7.4. Board Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.
- 7.5. Board Meeting - Owner Participation. Pursuant to ORC 5312.04(F), no Owner other than a Director, may attend or participate in any discussion or deliberation of a meeting of the Board of Directors unless the Board expressly authorizes that Owner to attend or participate.

ARTICLE VIII

NOMINATION AND ELECTION OF DIRECTORS

- 8.1 Initial Director Nominations and Voting. Initial Board Members shall be selected/elected by the Declarant-Organizer. Subsequent nominations and elections of the subsequent Board of Directors shall utilize cumulative voting. All nominees, including self-nominees shall be listed or added to the ballot as "write-ins" limited to 3-votes. A sample Ballot is attached.
- 8.2 Subsequent Director Nomination. Subsequent nominations for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at a meeting of the Board of Directors. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors 60-to-90-days prior to each election. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.
- 8.3 Director Election. Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted after the election of the initial Board of Directors.

ARTICLE IX

POWERS, DUTIES AND OBLIGATIONS OF THE BOARD OF DIRECTORS AND MEMBERS

- 9.1 Powers of The Board of Directors. The Board of Directors shall have power:
- 9.1.1 General Powers. To exercise for the Association all powers, duties and authority vested in or delegated to the Association pursuant to ORC 5212.06 not reserved to the Membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration.
- 9.1.2 Make Rules & Regulations. To adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof.
- 9.1.3 Suspend Owner Rights. To suspend the voting rights and right to the use of Common Elements of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be

- suspended after notice and hearing, for a period not to exceed 60-days, for infraction of published rules.
- 9.1.4 Remove Directors. To declare the office of a member of the Board of Directors to be vacant in the event such Director shall be absent from three consecutive regular meetings of the Board of Directors.
- 9.1.5 Hire Others. To employ independent contractors, or such other persons as they deem necessary, and to prescribe their duties.
- 9.1.6 Association Maintenance. To provide for the reasonable maintenance, repair, and replacement of the Common Elements.
- 9.1.7 Limitations on Assignment or Conveyance of Rights or Interest in Common Elements. Pursuant to ORC 5312.09:
- 9.1.7.1 The Owners Association may not convey or assign the right to Assessments, or the future income from those Assessments, or convey any fee interest or any security interest in any portion of the Common Element, or Property unless the Declaration specifically provides for such a conveyance, or 75% of the voting power of the Owners Association, or any larger percentage the Declaration specifies, approves the conveyance.
- 9.1.7.2 No contract to convey or subject a Common Element or a Limited Common Element to a security interest is enforceable without compliance with subsection 9.1.7.1.
- 9.1.8 Special Assessments. In addition to all other assessments which are authorized in the Declaration or these Bylaws, the Board of Directors shall have the power to levy a periodic Special Assessment against its Members, if the purpose in so doing is found by such Board to be in the best interests of the Association, and the proceeds of such assessment are used primarily for the maintenance and upkeep, including capital expenditures, of Common Areas. Any such Special Assessment may be rescinded by a 51 % majority vote of the Members attending a Special Member's meeting convened in accordance with the provisions of the Association's levy within 60-days of receipt of the notice of such Assessment.
- 9.1.9 Liens. The failure of a Member to pay the Special Assessment shall entitle the Association to the lien provided by ORC Chapter 5312, as well as any other rights afforded a creditor under law.
- 9.1.10 Common Area Suspension. The failure of a Member to pay the Special Assessment will provide the Association with the right to deny such Member access to any or all the Common Areas, except direct access to such Member's Lot over any road within the development.
- 9.2 Duties of The Board of Directors. The Board of Directors shall have the following duties:
- 9.2.1 Complete Records. To cause to be kept a complete record of all its acts and corporate affairs and to represent a statement thereof to the Members at the Annual Meeting of the Members or at any Special Meeting, when such statement is requested in writing by 25% of the Members who are entitled to vote.
- 9.2.2 PUD Software. To secure an all-in-one software system to control management, accounting budgeting & finances, autopay collection of dues, expedite member notices and communications (text & email), send emails, and vote digitally, create a digital bulletin board with calendar, post Association documents online (Declarations, regulations, Bylaws, Meeting Minutes, Notices) etc.
- 9.2.3 Office Supervision. To supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed.

9.2.4 Annual Assessments. As more fully provided herein and in the Declaration and/or these Bylaws: (a) to fix the amount of the Annual Assessments against each Lot at least 30-days in advance of Annual Assessment period, as hereinafter provided; and (b) to send written notices of each assessment to every Owner subject thereto at least 30-days in advance of each Annual Assessment period.

9.2.5 Assessment Certificate. To issue, or cause an appropriate officer to issue, upon demand by any person, such as a title agency or purchaser, a certificate setting forth whether any Assessment has paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of any Assessment therein stated to have been paid.

9.2.6 Secure Insurance. To procure and maintain adequate liability, hazard, and liability insurance, and to procure adequate hazard insurance on property owned by the Association. To procure director's liability insurance if available at a reasonable price.

9.2.7 Bylaw Recording. The Board of Directors shall file and record these adopted Bylaws on or after its effective date in the office of the Clermont County Recorder within 90days of adoption.

9.2.8 Amended Bylaw Recording. The Board of Directors shall file, and record adopted Amended Bylaws on or after its effective date in the office of the Clermont County Recorder within 60-days of adoption of the amendment.

9.2.9 Signatures. All Association agreements and transactions shall be clearly made in the name of the Association. Execution of agreements and transactions shall be endorsed in one of two forms, both with the Association name first, including the "inc." designation, as follows:

(a) **Todd's Run HOA Inc.,**
an Ohio nonprofit corporation

By: _____
Name: _____
Title: _____

(b) **Todd's Run Estates Community Association, Inc.,**
an Ohio nonprofit corporation

By: _____
Name: _____
Title: _____

9.2.10 Each officer and Director must discharge his, her or its responsibilities in good faith, with the care of an ordinarily prudent person in a like position, and in a manner reasonably believed to be in the best interests of the Association, including but not limited to:

- (a) Promote the best interests of the Owners and the Association.
- (b) Exercise independent judgment.
- (c) Exercise reasonable care, skill, and diligence.
- (d) Avoid conflicts of interest.
- (e) Not accept benefits from third parties related to Association matters.
- (f) Disclose any self-interest in proposed transactions or arrangements.
- (g) Act for proper purposes.

- 9.2.11 Registered Agent and Office. The Board of Directors shall periodically review and maintain the appointment of a registered statutory agent in the office of the Secretary of State of Ohio.
- 9.2.12 Tax Matter Representative. The Board of Directors shall periodically review and maintain the appointment of a "Tax Matter Representative" as defined by the U.S. Internal Revenue Department, who shall have the power deal with federal, state and local tax matters. This person is usually a tax knowledgeable person CPA or tax lawyer. The Tax Matter Representative does not have to be a Member.
- 9.2.13 Compliance with Ohio Law. The Board of Directors shall comply with all applicable state and federal laws concerning prohibitions against discrimination on the basis of race, color, religion, sex, military status, national origin, disability, age, or ancestry, including, but not limited to, ORC Chapter 4112. No private right of action additional to those conferred by the applicable state and federal anti-discrimination laws is conferred on any aggrieved individual by the preceding sentence.

9.3 Owner/Member Obligations. In addition to any other duty and/or obligation set forth herein, each Owner/Member has the following obligations:

- 9.3.1 Owner Maintenance. Each Owner is responsible for maintenance, repair, and replacement of the Owner's Lot and improvements to that Lot, including the Dwelling Unit and the utility lines serving that Dwelling Unit.
- 9.3.2 Access/Damage. An Owner shall permit agents or employees of the Owners Association and other Owner's access through the Owner's Lot and dwelling unit for the purpose of fulfilling the Association's duties and obligations. Any damage to the Common Elements, lot, or Dwelling Unit due to that access is the responsibility of the Owner that caused the damage or the Owners Association if it is responsible for the damage. That Owner, or the Owners Association, is liable for the prompt repair of any damage and, if not repairable, for the value of the damaged property or item as it existed immediately prior to that damage.

**ARTICLE X
COMMITEES**

- 10.1 The Board of Directors shall appoint members of the Architectural Review Committee.
- 10.2 In addition, the Board of Directors may appoint other committees as deemed appropriate. Examples may include Complaint, Social, and Beautification Committees. It shall be the duty of each committee to receive complaints from Members on any matter involving Association functions, duties, and activities within its field of responsibility. Committees shall dispose of such complaints as necessary, or refer them to such other appropriate committees, officers, or the Board of Directors.

**ARTICLE XI
MEETING OF MEMBERS**

- 11.1 Annual Member Meetings. The first Annual Meeting of the Members shall be held as soon as practicable, after Declarant selects/elects the first Board members; each subsequent regular Annual Meeting of the Members shall be held at least once in each calendar year, in January, at such day and time as set by the Board of Directors (preferably at 6:00 PM on the third Thursday of each January). If the day for the Annual Meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.
- 11.2 Special Member Meetings. Special Meetings of the Members may be called at any time by the President or by a minimum of two Board Directors, or upon written request of the Members who are entitled to vote 25% of all Members eligible to vote.

- 11.3 Notice of Member Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by emailing (Members may opt for mail) a copy of such notice at least 15-days before such meeting to each Member entitled to vote thereat, addressed to the Member' s address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting and, in the case of a Special Meeting, the purpose of the meeting.
- 11.4 Member Meeting Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, 25% of Members eligible to vote shall constitute a quorum for any action except as otherwise provided in the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.
- 11.5 Member Meeting Proxies. At all meetings of Members, each Member may vote in person or by proxy.

ARTICLE XII OFFICERS AND THEIR DUTIES

- 12.1 Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be Members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time create and appoint by resolution.
- 12.2 Election of Officers. The election of officers shall take place at the first Board Meeting to be held within 30-days of the Annual Meeting of the Members.
- 12.3 Officer Terms. The officers of this Association shall be elected annually by the Board. The normal period of service for the President and Vice President is 3-years, the Treasurer 2-years. The Board may amend this subsection.
- 12.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.
- 12.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- 12.6 Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer s/he replaces.
- 12.7 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created herein.
- 12.8 Duties. The duties of the officers are as follows:
- 12.8.1 President. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out, and shall sign all leases, mortgages, deeds, and other written instruments.
- 12.8.2 Vice President. The Vice President shall act in the place and stead of the President in the event of his/her absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- 12.8.3 Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, keep the corporate seal of the Association

and affix it on all papers requiring said seal, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

- 12.8.4 Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall sign all checks and promissory notes of the Association, keep proper books of account, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year, and shall prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular Annual Meeting, and deliver a copy of each to the Members.

ARTICLE XIII

ARCHITECTURAL REVIEW COMMITTEE

- 13.1 Organization. The Architectural Review Board ("AR-Committee") shall be comprised of three or more members as chosen by the Board or Directors. Members shall serve staggered 3-year terms, as determined by the Board of Directors. At the first meeting of the AR-Committee following each Annual Meeting of Members, the AR-Committee shall elect from among themselves, a Chairman, Vice Chairman, and Secretary who shall perform the usual duties of their respective offices.
- 13.2 Vacancies. Appointments to fill AR-Committee vacancies in unexpired terms shall be made in the same manner as the original appointment.
- 13.3 Duties. The AR-Committee shall regulate the external design, appearance, and locations of the Properties and improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. In furtherance thereof, the AR-Committee shall:
 - 13.3.1 Promptly review and approve, modify, or disapprove, within thirty (30) days all written applications of Owners and of the Association for improvements or additions to Lots or Common Areas.
 - 13.3.2 Periodically inspect the Properties for compliance with architectural standards and approved plans for alteration.
 - 13.3.3 Adopt architectural standards subject to the confirmation of the Board of Directors.
 - 13.3.4 Maintain complete and accurate records of all actions taken.
- 13.4 Appeal. Owners may appeal AR-Committee decisions to the Board of Directors.

ARTICLE XIV

COVENANT FOR MAINTENANCE ASSESSMENTS

- 14.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, has covenanted that each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree be a Member/Owner and to pay to the Association: (1) Annual Assessments or charges; and, (2) Special Assessments for capital improvements, or other specified items, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The Annual and Special assessments, together with such interest thereon and costs of collections thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees, also shall be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due and shall not pass to his/her successors in title unless expressly assumed by them.

- 14.2 **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the properties and in particular for the payment of taxes and improvements and maintenance of services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area.
- 14.3 **Basis and Maximum of Annual Assessments.**
- 14.3.1 **Initial Budget.** After consideration of estimated maintenance costs and further needs of the Association, the Board of Directors shall fix the first Annual Assessment. The first Budget shall consider the following non-exclusive category of expenses: (a) Common Area maintenance; (b) insurance; (c) the software management system; and (d) to include a 20% contingency amount.
- 14.3.2 The first Annual Assessment shall be effective on January 1, 2023. From and after January 1, 2024, the maximum Annual Assessment may be increased effective January 1 of each year without a vote of the Membership in conformance with the rise, if any, of the Consumer Price Index, Cincinnati-Hamilton (all Items Index published by the Department of Labor, Washington, D.C. for the year ending the preceding July 1, or five percent (5%), whichever is greater.
- 14.3.3 From and after January 1, 2023, the maximum Annual Assessment may be increased above that established by 14.3.2, for the next succeeding three years, provided that any such change shall have the assent by a vote of more than two-thirds of the Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 25-days nor more than 50-days in advance of the meeting setting forth the purpose of the meeting.
- 14.4 **Special Assessments.** In addition to the Annual Assessments authorized above, the Association may levy in any assessment year, a Special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction repair or replacement of a capital improvement upon the Common Area, including the fixtures and personal property related thereto, or other specified purpose.
- 14.5 **Rate of Assessment.** Except as other provided herein, both Annual and Special Assessments shall be fixed at a uniform rate for all Lots and consistent with Ohio law.
- 14.6 **Quorum for any Action Determining Assessments.** The quorum for action determining all Assessments shall be a minimum of 50% of the members of the Board of Directors. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirements set forth in these Bylaws.
- 14.7 **Date of Commencement of Annual Assessments Due Dates.** Beginning January 1, 2023, and thereafter, the Board of Directors shall fix the amount of the Annual Assessment against each Lot at least 45-days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established in writing signed by an officer of the Association setting forth whether the assessments of a specified Lot have been paid.
- 14.8 **Paid Assessment Certificates.** The Association charge an amount for the written certification that Member Assessments are paid-current. Such certificates shall be conclusive evidence of payment of any Assessment therein stated to have been paid.
- 14.9 **Remedies of the Association in the Event of Default.** If any assessment is not paid within 30-days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 8% per annum. The Association at its discretion may:
- 14.9.1 Impose a penalty as previously established by rule, or accelerate the required payment date of the entire remaining annual assessment; or

- 14.9.2 Bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Owner's Lot.
- 14.10 Subordination of the lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first trust or mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payment thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments which thereafter become due or from the lien thereof.
- 14.11 Exempt Property. The following property subject to the Declaration shall be exempt from the assessments created herein:
 - 14.11.1 All properties dedicated to and accepted by a local public authority.
 - 14.11.2 The Common Area; and
 - 14.11.3 All properties owned by charitable or other organizations exempt from taxation by the laws of the State of Ohio. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.
- 14.12 Assessments Within Expansion Tracts. Lots, including those within a convertible or expansion tract, shall not be subject to Assessments of any kind, until they are sold by the Declarant, unless and until Declarant takes up residence on a Lot.

**ARTICLE XV
BOOKS AND RECORDS**

- 15.1 Pursuant to ORC 5312.07, the books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, and these Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost for the Member's personal use. This right may be exercised at a mutually convenient time and location and upon 5-days written notice.

**ARTICLE XVI
CORPORATE SEAL**

- 16.1 The Association shall no longer be required to maintain a corporate seal.

**ARTICLE XVII
AMENDMENTS TO BYLAWS**

- 17.1 Unless otherwise specified in the Declaration, these Bylaws may be amended, at a regular or Special Meeting of the Members, by the written consent of 51% of the Lot Owners, except that if the Lots have been approved by FHA or VA financing, the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments. No amendment to the controlling Declaration or these Bylaws is effective until filed in the office of the Clermont County Recorder.
- 17.2 Pursuant to ORC 5312.05, a vote to terminate the applicability of the Declaration and to dissolve the Planned Community requires the unanimous consent of all Lot Owners.

**ARTICLE XVIII
RIGHTS RESERVED TO DECLARANT**

- 18.1 Declarant's Right to Make Changes. The Declarant reserves the right to amend the Declarations and these Bylaws during the period in which Declarant retains control of the Board, as provided by Chapter 5312, including amendments to bring the Declaration and/or Bylaws into compliance with Chapter 5312, to correct clerical, topographical or obvious factual errors, to make nominal changes, to clarify Declarant's original intent, to make any changes necessary or desirable to meet

insurance underwriting requirements or requirements of any institutional mortgagees, guarantors, and insurers of first mortgage loans, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veteran's Administration, and similar institutions or other agencies, and to designate successors to receive service of process. The Declarant further hereby reserves the right to amend the Declaration and/or Bylaws and make any change necessitated by any alteration, addition, improvement, or reapportionment of percentage interests in the Common Elements of any Declarant-owned Lots made pursuant to the right reserved herein.

The Declaration and/or Bylaws may be amended for any of the purposes stated in this Article XVIII upon the filing for record with the Recorder of Clermont County, Ohio, of an instrument in writing setting forth specifically the item or items to be amended. This instrument shall have been duly executed by the Declarant or Declarant's successor acting as a Lot Owner (if it still owns at least one Lot at that time), as Declarant and as Attorney-in-Fact for the other Owner/Members and their mortgagees as above provided.

Any instrument including any amendments described in this Article XVIII must be executed with the same formalities as this instrument and must refer to the volume and page number under which the initial page of the Declaration is recorded. Except as otherwise required by the above or other provisions of the Declaration or by Chapter 5312, no consent of any Lot Owner other than Declarant shall be required for the amendments described above to be effective.

18.2 Declarant's Right to Expand the Planned Community by the Annexation and Addition of the Convertible Property and Convertible Lots. Declarant has established the Planned Community as an expandable Planned Community property, and Declarant hereby reserves the right and option to expand the Planned Community and annex additional real property to the Planned Community Property, at one time or in multiple phases, by the annexation and addition of any or all of the Convertible Property and any improvements thereon and appurtenances thereto, including additional Lots to be added to the Planned Community, as may be provided by Chapter 5312 without a vote of the Owner/Members, and to extend the scheme of the Declaration to such real property and to make and impose any additional covenants, conditions, restrictions, easements, charges and liens on such real property that Declarant deems appropriate to complete the further development of such real property annexed and added to the Planned Community. Other than the time limit provided below for the exercise of such option, there are no other limitations on Declarant's option to expand the Planned Community Property or the number of times such option may be exercised, and no consent of any Lot Owner or other person is required.

Declarant may exercise this option to expand the Planned Community at any time within 7-years after the date the most recent Declaration and/or these Bylaws are effective and filed for record, whichever occurs later, and Declarant may, within 6-months prior to the expiration of that 7-year option period, extend the option for an additional 7-years with the consent of the holders of a majority of the voting power of the Association other than Declarant.

Legal descriptions of all the parcels of Convertible Property that, through the exercise of the option, may be added to the Planned Community Property.

Declarant's right and option to expand the Planned Community by the addition of all or any of the Convertible Property is not mandatory, and it is within the sole discretion of Declarant whether to add all, part, or none of the Convertible Property. If Declarant adds any particular portion of the Convertible Property to the Planned Community, Declarant is not required to add any other portion of the Convertible Property to the Planned Community. There are no limitations on the portions of the Convertible Property that may be added to the Planned Community, and the boundaries of the parcels of the Convertible Property that may be.

All of the Lots in the Planned Community are restricted to residential uses permitted by the Declaration, or these Bylaws and all of the Lots to be created in any portion of the Convertible Property added to the Planned Community, if any, will be restricted likewise.

Declarant reserves the right to create limited common elements within any portion of the Additional Property added to the Planned Community and to designate common elements within each portion added to the Planned Community.

A successor owner of the Planned Community Property or of Additional Property that is added to the Planned Community Property who is not an affiliate of Declarant and who is a bona fide purchaser of the property for value, or a purchaser who acquires the property at a sheriff's sale or by deed in lieu of a foreclosure, is not liable in damages for harm caused by an action or omission of Declarant or a breach of an obligation by the Declarant.

- 18.3 Governing Provision. Any conflict between this Article XVIII any other provision herein shall be resolved in favor of the application of this Article XVIII.

ARTICLE XIX MISCELLANEOUS TERMS

- 19.1 Notices. All notices shall be in writing.
- 19.2 Lot Owner Addresses. Lot Owner/Members shall promptly notify the Association of their current contact information or any change thereof. Current contact information shall include information of each Owner's postal address, e-mail address, and phone number.
- 19.3 Association Addresses. The Association shall promptly notify Owners or publish the Association's current contact information or any change thereof. Current contact information shall include the Association's postal address, e-mail address, and phone number.
- 19.4 Notices by Lot Owner. Notices by Lot Owner to the Association shall be sent by e-mail and also by ordinary or Priority U.S. Mail.
- 19.5 Notices by Association. Notices by the Association to Lot Owners shall be by email, unless the Lot Owner requests ordinary U.S. Mail. Notices by the Association to Lot Owners regarding Owner defaults or lien matters shall be sent by e-mail and Priority U.S. Mail.
- 19.6 Fiscal Year. The fiscal year of the Association shall be the calendar year.
- 19.7 Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control, and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.
- 19.8 Conflict with Ohio Law. In the event of a specific conflict between this ORC Chapter 5312 and express requirements or restrictions in such a governing document, such as a Declaration or these Bylaws, the governing document shall control. Chapter 5312 shall control if any governing document is silent with respect to any provision of this Chapter 5312.
- 19.9 Disputes: The Owner-Members shall be free to bring all differences of interpretation and disputes arising in connection with this Agreement to the attention of the other at any time without prejudicing their harmonious relationship and operations hereunder.
- 19.10 Courts: Any controversy, claim or breach arising out of or relating to this Agreement, which the parties are unable to resolve to their mutual satisfaction, shall be litigated in Clermont County, Ohio. All damages shall be limited to compensatory damages, court costs, and litigation costs including reasonable attorney's fees; and damages shall not include incidental, exemplary and punitive damages. The prevailing party shall be entitled to all litigation expenses including reasonable attorney's fees.
- 19.11 Law: This Agreement shall be performed in accordance with all local, state of Ohio, and federal laws.

- 19.12 **Invalid Provision.** If any provision of these Bylaws is held to be unlawful, invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated except as provided in ORC 5312.02(C).
- 19.13 **Delay/Waiver.** No delay or omission on the part of any party in exercising any rights will operate as a waiver by such party of such right or any other right. Waiver on any one occasion by any party will not be construed as a bar to or waiver by such party of any remedy and all remedies are cumulative and may be exercised singularly or concurrently.
- 19.14 **Headings & Singular Plural:** The headings used in this Agreement are used for administrative and reference purposes only, and do not constitute substantive matter to be considered in construing the terms of this Agreement. All singular words shall include the plural, and all plural words shall include the singular.

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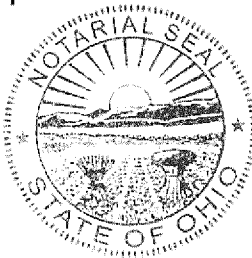
IN WITNESS WHEREOF, this Agreement is caused to be signed by Charlie Maklem, as President of the Board of Todd's Run HOA Inc., an Ohio nonprofit corporation *a/k/a* Todd's Run Estates Community Association, Inc., on the 18TH day of April, 2023.

TODD'S RUN HOA INC.,
an Ohio nonprofit corporation

By: *Charlie Maklem*
Name: Charlie Maklem
Title: President

STATE OF OHIO)
) SS:
COUNTY OF CLERMONT)

The foregoing Affidavit of Facts Relating to Title was sworn to and subscribed before me, a notary public in and for said State, on the 18TH day of April, 2023, by Charlie Maklem, as President of TODD'S RUN HOA INC., an Ohio nonprofit corporation, who executed the instrument for and on behalf of the corporation.



Eli Krafte-Jacobs, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

Eli Krafte-Jacobs
Notary Public

This instrument was prepared without the benefit of a title examination by Eli N. Krafte-Jacobs, Esq.
Finney Law Firm, LLC, 4270 Ivy Pointe Blvd., Ste 225, Cincinnati, Ohio 45245

EXHIBIT A*[Legal Description of Burdened Property]***Section 1, Block A:**

Situate in the Village of Williamsburg, Williamsburg Township, Clermont County, and State of Ohio, and in Military Survey Nos. 2947 and 3345, and being described as follows:

All of Lot Nos. 1 through 21 of Todds Run Estates Subdivision, Section 1, Block A, as the same is shown on the recorded plat of said subdivision found in Plat Cabinet 10, pages 148 and 149 of the Clermont County Recorder's Records.

Parcel ID Numbers:	Lot No. 1 - 531331.162.	Lot No. 11 - 531331.172.
	Lot No. 2 - 531331.163.	Lot No. 12 - 531331.173.
	Lot No. 3 - 531331.164.	Lot No. 13 - 531331.174.
	Lot No. 4 - 531331.165.	Lot No. 14 - 531331.175.
	Lot No. 5 - 531331.166.	Lot No. 15 - 531331.176.
	Lot No. 6 - 531331.167.	Lot No. 17A - 531331.278.
	Lot No. 7 - 531331.168.	Lot No. 18 - 531331.179.
	Lot No. 8 - 531331.169.	Lot No. 19 - 531331.180.
	Lot No. 9 - 531331.170.	Lot No. 20 - 531331.141.
	Lot No. 10 - 531331.171.	Lot No. 21 - 531331.140.

Prior Reference:	Declaration of Covenants	Official Record Book 1430, Page 1736;
	1 st Amended Declaration	Official Record Book 2047, Page 452;
	2 nd Amended Declaration	Official Record Book 2150, Page 62;
	3 rd Amended Declaration	Official Record Book 2544, Page 1768; and
	4 th Amended Declaration	Official Record Book 2750, Page 1426, all of the Clermont County, Ohio, Recorder's Office

Section 1, Block B:

Situate in the Village of Williamsburg, Williamsburg Township, Clermont County, and State of Ohio, and in Military Survey Nos. 2947 and 3345, and being described as follows:

All of Lot Nos. 22 through 67 of Todds Run Estates Subdivision, Section 1, Block B, as the same is shown on the recorded plat of said subdivision found in Plat Cabinet 14, pages 114 and 115 of the Clermont County Recorder's Records.

Parcel ID Numbers:	Lot No. 22 - 531331.232.	Lot No. 45 - 531331.255
	Lot No. 23 - 531331.233.	Lot No. 46 - 531331.256.
	Lot No. 24 - 531331.234.	Lot No. 47 - 531331.257.
	Lot No. 25 - 531331.235.	Lot No. 48A - 531331.258.
	Lot No. 26 - 531331.236.	Lot No. 50 - 531331.260.
	Lot No. 27 - 531331.237.	Lot No. 51 - 531331.261.
	Lot No. 28 - 531331.238.	Lot No. 52 - 531331.262.
	Lot No. 29 - 531331.239.	Lot No. 53 - 531331.263.

Lot No. 30 - 531331.240.	Lot No. 54 - 531331.264.
Lot No. 32A - 531331.242.	Lot No. 55 - 531331.265.
Lot No. 33 - 531331.243.	Lot No. 56 - 531331.266.
Lot No. 34 - 531331.244.	Lot No. 57 - 531331.267.
Lot No. 35 - 531331.245.	Lot No. 58 - 531331.268.
Lot No. 36 - 531331.246.	Lot No. 59 - 531331.269.
Lot No. 37 - 531331.247.	Lot No. 60 - 531331.270.
Lot No. 38 - 531331.248.	Lot No. 61A - 531331.271.
Lot No. 39 - 531331.249.	Lot No. 63 - 531331.273.
Lot No. 40 - 531331.250.	Lot No. 64 - 531331.274.
Lot No. 41 - 531331.251.	Lot No. 65 - 531331.275.
Lot No. 42 - 531331.252.	Lot No. 66 - 531331.276.
Lot No. 43 - 531331.253.	Lot No. 67 - 531331.277.
Lot No. 44 - 531331.254.	

Prior Reference: Declaration of Covenants Official Record Book 1430, Page 1736;
1st Amended Declaration Official Record Book 2047, Page 452;
2nd Amended Declaration Official Record Book 2150, Page 62;
3rd Amended Declaration Official Record Book 2544, Page 1768; and
4th Amended Declaration Official Record Book 2750, Page 1426, all of the
Clermont County, Ohio, Recorder’s Office

Section 1, Block C:

Situate in the Village of Williamsburg, Williamsburg Township, Clermont County, and State of Ohio, and in Military Survey Nos. 2947 and 3345, and being described as follows:

All of Lot Nos. 83 through 90 of Todds Run Estates Subdivision, Section 1, Block C, as the same is shown and depicted on the recorded plat of said subdivision found in Plat Cabinet 16, pages 329 and 330 of the Clermont County, Ohio, Recorder’s Plat Records.

Parcel ID Numbers: Lot No. 83 - 531331.280.	Lot No. 87 - 531331.284.
Lot No. 84A - 531331.281.	Lot No. 88 - 531331.285.
Lot No. 86 - 531331.283.	Lot No. 89A - 531331.286.

Prior Reference: Declaration of Covenants Official Record Book 1430, Page 1736;
1st Amended Declaration Official Record Book 2047, Page 452;
2nd Amended Declaration Official Record Book 2150, Page 62;
3rd Amended Declaration Official Record Book 2544, Page 1768; and
4th Amended Declaration Official Record Book 2750, Page 1426, all of the
Clermont County, Ohio, Recorder’s Office

Green Space - Organic Gardens:

Situated in Harvey’s Military Survey Number 3345, Village of Williamsburg, Clermont County, Ohio and being more particularly described as follows:

COMMENCING at an existing iron pin with cap stamped “CSR 8319” at the northwest corner of Lot 46 of Todds Run Estates Section 1 – Block “B” as recorded in Plat Book 14, Pages 114-115 of the Clermont Recorder’s Office;

Thence with the south line of a tract conveyed to Colleen V. Brown in Official Record 1977, Pages 865, North 69°21’51” West, 370.63 feet to a set iron pin and the **POINT OF BEGINNING**;

Thence with a new division line, South 17°18’00” West, 775.44 feet to a set iron pin in the north line of Anna Boulevard;

Thence with the north line of Anna Boulevard, along a curve deflecting to the right, having a radius of 975.00 feet, an arc length of 122.58 feet, a delta angle of 07°12’11”, and being subtended by a chord bearing North 76°41’21” West, 122.49 feet to a set iron pin **AND** North 73°05’15” West, 77.35 feet to a set iron pin;

Thence continuing with the north line of said Anna Boulevard and with the east line of a tract conveyed to Brian K. Hannah in Official Record 2219 Page 2407 and the east line of a tract conveyed to John F. Kiskaden in Official Record 2603, Page 1904, North 17°11’02” East, 796.21 feet to an existing iron pin with cap stamped “GPN 6557” in the south line of a tract conveyed to Mark B. Herren and Lucinda R. Herren in Official Record 771, Page 14;

Thence with the south line of said Mark B. Herren and Lucinda R. Herren and the south line of aforesaid Colleen V. Brown, South 69°21’51” East, 201.50 feet to a set iron pin and the **POINT OF BEGINNING**.

CONTAINING 3.6248 ACRES and subject to legal highways and easements of record.

The above described parcel being part of Clermont County Auditor’s Parcel 531331.230. conveyed to Angelo J. Santoro, Trustee in Official Record 2319, Page 657 of the Clermont County Recorder’s Office.

The bearings are based on Plat Book 14, Pages 114-115 of the Clermont County Recorder’s Office.

All set iron pins are 5/8” X 30” rebar with cap stamped “G.J. BERDING SURVEYING, INC”.

Prepared by G.J. BERDING SURVEYING, INC. on April 11, 2019. Based on a Plat of Survey prepared by G.J. BERDING SURVEYING, INC. on April 10, 2019.

Parcel ID Number: 531331.288.

Prior Reference:	Declaration of Covenants	Official Record Book 1430, Page 1736;
	1 st Amended Declaration	Official Record Book 2047, Page 452;
	2 nd Amended Declaration	Official Record Book 2150, Page 62;
	3 rd Amended Declaration	Official Record Book 2544, Page 1768; and
	4 th Amended Declaration	Official Record Book 2750, Page 1426, all of the Clermont County, Ohio, Recorder’s Office

EXHIBIT B

TODD'S RUN PROXY

The Undersigned is an Owner of Lot No. _____, and is entitled to vote at any Special or Annual meetings of Todd's Run HOA Inc. The Undersigned acknowledges that each Lot shall be entitled to only one vote on all Association matters. The Undersigned certifies that this proxy represents a determination among all of the Owners of the above identified Lot.

The Undersigned designates and appoints _____ as the Proxy of all of the Owners of said Lot No. _____.

By this designation of proxy, the Proxy may attend and represent the Owner with the full power to vote and act for the Owner(s) in the same manner to the extent and with the same effect as if the Owner(s) were personally present. This designation revokes any prior designation of proxy the Owner(s) may have given previously with respect to the Owner(s) interest in the Lot. This designation shall be effective for the Annual or Special Meeting scheduled for the following date _____ and all adjournments of such meeting.

The Proxy shall have the full power as an Owner(s) substitute to replace the Owner(s) and vote all issues and motions that are properly presented at the meeting for which this designation of proxy is effective. The Proxy shall have the authority to vote entirely at the discretion of the Proxy provided; however, with respect to the following issue(s) the Proxy shall vote as follows: -

OWNER SIGNATURE

Date of Signing: _____

PROXY SIGNATURE

Date of Signing: _____

WITNESS SIGNATURE

Date of Signing: _____

Voting options

Cumulative Ballot

You may offer up to 3 votes

1	2	3	
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Joe Smith
<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	Henry Ford
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Jane Doe
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Fred Rubble
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Mary Hill

RESULT:
3 votes for Ford

Cumulative Ballot

You may offer up to 3 votes

1	2	3	
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Joe Smith
<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Henry Ford
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Jane Doe
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Fred Rubble
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Mary Hill

RESULT:
2 votes for Ford
1 vote for Hill

Cumulative Ballot

You may offer up to 3 votes

1	2	3	
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Joe Smith
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	Henry Ford
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Jane Doe
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Fred Rubble
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Mary Hill

RESULT
1 vote for Ford
1 vote for Doe
1 vote for Hill

Cumulative Ballot

You may offer up to 3 votes.

1	2	3	
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Joe Smith
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	Henry Ford
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Jane Doe
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Fred Rubble
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Mary Hill

RESULT:
1 vote for Ford
1 vote for Doe
1 vote for Hill